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September 1, 2016

**VIA ECFS**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12th Street  
Washington, D.C. 20554

Re: IGNITION WIRELESS, LLC d/b/a Expo Mobile  
Compliance Plan  
WC Docket No. 09-197 & WC Docket No. 11-42

Dear Ms. Dortch:

Pursuant to the Federal Communications Commission Order *In the Matter of Lifeline and Link Up Reform and Modernization* released February 6, 2012, attached please find IGNITION WIRELESS, LLC d/b/a Expo Mobile's Compliance Plan.

If you have any questions or if I may provide you with additional information, please do not hesitate to contact me. Thank you for your assistance.

Respectfully submitted,

*/s/ Lance J.M. Steinhart*

Lance J.M. Steinhart  
Managing Attorney  
Lance J.M. Steinhart, P.C.  
*Attorneys for*  
*IGNITION WIRELESS, LLC d/b/a Expo Mobile*

Enclosure

cc: Jeremy Sands

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**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of the	)	
	)	
Telecommunications Carriers Eligible for	)	WC Docket No. 09-197
Universal Service Support	)	
	)	WC Docket No. 11-42
Lifeline and Link Up Reform and Modernization	)	
	)	
IGNITION WIRELESS, LLC d/b/a Expo Mobile	)	
Compliance Plan	)	

**IGNITION WIRELESS, LLC D/B/A EXPO MOBILE'S COMPLIANCE PLAN**

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September 1, 2016

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Compliance Plan	)	

**IGNITION WIRELESS, LLC D/B/A EXPO MOBILE’S COMPLIANCE PLAN**

**I. INTRODUCTION**

IGNITION WIRELESS, LLC d/b/a Expo Mobile (“Ignition” or the “Company”) is a prepaid wireless telecommunications carrier seeking designation as an Eligible Telecommunications Carrier (“ETC”) solely for the purpose of participating in the Lifeline program. Although Section 214(e)(1)(A) of the Act requires an ETC to offer USF-supported services to some extent over its own facilities, the Federal Communications Commission (“FCC” or “Commission”) has forborne from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.<sup>1</sup> Ignition will avail itself of the FCC’s conditional grant of forbearance and, by its attorney, hereby files its Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the

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<sup>1</sup> *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) (“*Order*”).

*Order*.<sup>2</sup> Given the severe economic environment that is forcing many low-income customers to forego wireless service, Ignition respectfully requests expeditious approval of this plan so that the Company, upon designation as an ETC, may quickly deploy much-needed Lifeline services to qualified low-income customers.

## **II. BACKGROUND**

In the *Order*, the Commission granted forbearance from the “own-facilities” requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become, Lifeline-only ETCs, subject to the following conditions:<sup>3</sup>

(1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and

(2) the carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier’s various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

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<sup>2</sup> Although the Company qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A), the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state, particularly for purposes of state universal service funding under state program rules and requirements. The Company will follow the requirements of the Commission’s Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income fund.

<sup>3</sup> See *Order* at ¶¶ 368, 373, and 379.

### **III. IGNITION WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER**

Ignition will comply with all conditions set forth in the *Order*, the provision of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout the United States.<sup>4</sup>

#### **A. Access to 911 and E911 Services**

Through the requirements set forth in the *Order*, the Commission requires Ignition to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.<sup>5</sup> The Commission and consumers are hereby assured that all Ignition customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from Ignition handsets even if the account associated with the handset has no minutes remaining.

#### **B. E911-Compliant Handsets**

The Commission also conditioned its grant of forbearance determination on Ignition providing only E911-compliant handsets to its Lifeline customers.<sup>6</sup> Ignition will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing Ignition customer does not have an E911-compliant handset, the Company will replace it with a 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

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<sup>4</sup> To the extent that future changes in federal regulations render the commitments herein invalid, the Company reserves the right to modify its operations in accordance with federal regulations in effect at that time.

<sup>5</sup> See *Order* at ¶ 373.

<sup>6</sup> See *id.*

### **C. Consumer Eligibility and Enrollment**

Ignition will certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, Ignition will rely on the state identification or database.<sup>7</sup> In instances where Ignition is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

#### **1. One-Per-Household**

Ignition understands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as “any individual or group of individuals who are living together at the same address as one economic unit.”<sup>8</sup> Upon receiving an application for Lifeline support, Ignition will check the National Lifeline Accountability Database (“NLAD”) to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service. Ignition will also search its own internal database of active customers, real-time, pre-sale, to ensure that the Company does not already provide Lifeline-supported service to someone at that residential address. If Ignition determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, Ignition will take an additional step to ensure that the applicant and the current subscriber are part of different households. To enable applicants to make this demonstration, Ignition will require applicants to complete and submit to the Company USAC’s one-per-household template, which will contain the following: (1) an explanation of the Commission’s one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for

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<sup>7</sup> See *Order* at ¶ 98.

<sup>8</sup> See *id.* at ¶ 74.



the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income; and (4) the penalty for a consumer's failure to make the required one-per-household certification (i.e., de-enrollment).<sup>9</sup> Ignition will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

On its certification forms, a draft sample of which is attached,<sup>10</sup> Ignition will obtain a consumer's permanent residential address (which cannot be a P.O. Box or General Delivery address), unless they only have a temporary address, and a billing address for the service, if different (which may include a P.O. Box or General Delivery address).<sup>11</sup> Ignition will inquire on its certification forms whether or not the applicant's address is a temporary one.<sup>12</sup> If and when the 90-day verification rules become effective, Ignition will notify the consumer that if they have a temporary address, the Company will contact the consumer every ninety (90) days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within thirty (30) days of Ignition's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program.<sup>13</sup> Also on its certification forms, Ignition will explain that if the subscriber moves, he or she must provide his or her new address to the Company within thirty (30) days of moving.<sup>14</sup> If the subscriber has moved, Ignition will update the NLAD with the

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<sup>9</sup> See *Order* at ¶ 78.

<sup>10</sup> See Exhibit A. The draft form remains subject to change, but substantially reflects the content of the Company's application.

<sup>11</sup> See *id.* at ¶ 85.

<sup>12</sup> See *id.* at ¶ 89.

<sup>13</sup> See *id.* As of the date of filing of this Compliance Plan, this requirement has not been approved pursuant to the Paperwork Reduction Act.

<sup>14</sup> See *id.* at ¶ 85.

information within ten (10) business days of receipt of the information.<sup>15</sup>

As detailed below, Ignition's certification form will clearly explain the one-per-household requirement and all consumers must certify that they receive Lifeline support for a single subscription per household.

## **2. Initial and Annual Certification**

Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to the Company website, which will provide information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Ignition's application form will identify that it is a "Lifeline" application. Ignition will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, that interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services.

Ignition's initial and annual certification forms will conform to the list of requirements provided in the *Order*, Appendix C and with C.F.R. § 54.410(d), as amended. Ignition's Lifeline certification forms, a draft sample of which is attached as Exhibit A, will require each prospective subscriber to provide the following information:

- (i) The subscriber's full name;
- (ii) The subscriber's full residential address;
- (iii) Whether the subscriber's residential address is permanent or temporary;
- (iv) The subscriber's billing address, if different from the subscriber's residential address;
- (v) The subscriber's date of birth;
- (vi) The last four digits of the subscriber's social security number, or the subscriber's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a social security number;
- (vii) If the subscriber is seeking to qualify for Lifeline under the program-based criteria, as set forth in § 54.409, the name of the qualifying assistance program from which the subscriber, his or her dependents, or his or her household receives benefits; and

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<sup>15</sup> See *Order* at ¶ 85.

(viii) If the subscriber is seeking to qualify for Lifeline under the income-based criterion, as set forth in § 54.409, the number of individuals in his or her household.

The certification forms will also explain in clear, easily understandable language that:

- (i) Lifeline is a federal benefit;
- (ii) Lifeline service is available for only one line per household;
- (iii) A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- (iv) Households are not permitted to receive benefits from multiple providers;
- (v) That violation of the one-per-household requirement would constitute a violation of the Commission's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government; and
- (vi) A Lifeline subscriber may not transfer his or her service to any other individual, including another eligible low-income consumer.

Ignition will require all consumers, at sign up and annually thereafter, to certify under penalty of perjury that:

- (i) The subscriber meets the income-based or program-based eligibility criteria for receiving Lifeline, provided in § 54.409;
- (ii) The subscriber will notify the carrier within thirty (30) days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the subscriber no longer meets the income-based or program-based criteria for receiving Lifeline support, the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit.
- (iii) If the subscriber is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands, as defined in 54.400(e);
- (iv) If the subscriber moves to a new address, he or she will provide that new address to the eligible telecommunications carrier within thirty (30) days;
- (v) If the subscriber provided a temporary residential address, he or she will be required to verify his or her temporary residential address every ninety (90) days;
- (vi) The subscriber's household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline service;
- (vii) The information contained in the subscriber's certification form is true and correct to the best of his or her knowledge;
- (viii) The subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and
- (ix) The subscriber acknowledges that the subscriber may be required to re-certify his or her continued eligibility for Lifeline at any time, and the subscriber's failure

to re-certify as to his or her continued eligibility will result in de-enrollment and the termination of the subscriber's Lifeline benefits pursuant to § 54.405(e)(4).

Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements. Consumers who do not complete the application process in person must return the signed application and support documentation to the Company by mail, fax, email, or other electronic transmission. The Company will accept electronic signatures, including Interactive Voice Response (IVR) recordings that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001–7006.<sup>16</sup>

Enrollment in person. The Company will enroll Lifeline applicants in person at Company events. When a prospective customer applies at such an event, Company employees, agents, or representatives (“personnel”) will ask to see a government issued I.D. and will validate the address via a USPS/Melissa Database. The Company will check the NLAD to confirm that the applicant is not already receiving a Lifeline subsidy from Ignition or any other ETC. If a customer indicates on the application form that his or her address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. In cases where an eligibility database exists, personnel will query the database to determine eligibility. In states where eligibility databases are not available, the applicant is required to provide proof of participation in one of the current Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. Ignition's Lifeline application contains an “Office Use Only” section, which must be completely filled out and signed by Company personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document

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<sup>16</sup> See *Order* at ¶ 168.

I.D.).<sup>17</sup>

Ignition personnel will subsequently review verbally all certifications and disclosures with the applicant before he or she signs the application form, making sure each applicant verbally acknowledges each required certification before moving on to the next. Upon successful completion of the certification process, the customer is allowed to receive his or her free phone in-person. In instances where eligibility databases cannot be accessed in real-time, Ignition will mail the phone to eligible customers once verification of eligibility is complete. Each customer's account is then activated upon the customer's personal initiation or actual use of the phone.

Ignition may also enroll customers at retail stores, in which case the protocol for signing up customers closely resembles the process at an event. Company employees, agents, or representatives are able to access necessary databases (USPS/Melissa, NLAD, eligibility databases) to verify eligibility, and, when required, can personally review eligibility based on proof of income or program participation. Company personnel are able to verbally review the required disclosures with applicants and obtain the completed application form in person. Phones are delivered upon successful completion of the certification process, as detailed above, and the customer's account is activated upon the customer's personal initiation or actual use of the phone.

Enrollment by phone. With respect to those enrolling via the phone, Company personnel are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, as well as collect and input electronically the application form information and obtain the applicant's signature via IVR. Company personnel will obtain applicant's verbal confirmation of each required certification. If the applicant indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete

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<sup>17</sup> The Company hereby assures the Commission that it will comply with all applicable regulations and laws with respect to the retention and treatment of subscriber eligibility documentation.

USAC's one-per-household template as well. If no eligibility database is available, personnel will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, NLAD, eligibility databases). If no eligibility database is available, the application will be placed in a "hold" status until the Company receives copies of the applicant's proof documentation and government-issued I.D., at which point in time Company personnel will review said documentation and complete the "Office Use Only" section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document I.D.).

Enrollment online. When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. Ignition will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.<sup>18</sup> If the customer indicates that their address is a multi-household residence, online interface will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, the online interface will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, NLAD,

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<sup>18</sup> See *Order* at ¶ 123.

eligibility databases). If no eligibility database is available, the application will be placed in a “hold” status until the Company receives copies of the applicant’s proof documentation and government-issued I.D., at which point in time Company personnel will review the documentation and complete the “Office Use Only” section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document I.D.). Ignition will deliver phones to eligible customers by mail. The customer’s account is activated upon the customer’s personal initiation or actual use of the phone.

General Enrollment Procedures. Ignition will determine eligibility utilizing the income and program criteria currently utilized by federal default states (47 C.F.R. § 54.409(a),(b)), as well as any additional state-specific criteria. Prior to enrolling a new subscriber, Ignition will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.<sup>19</sup> If a database is used to establish eligibility, Ignition will not require documentation of the consumer’s participation in a qualifying federal program; instead, Ignition or its representative will note in its records what specific data was relied upon to confirm the consumer’s initial eligibility for Lifeline.<sup>20</sup> However, in states where there is no state administrator, the state commission or other state agency is not making eligibility determinations, and there is no automated means for Ignition to check electronic databases for eligibility, Ignition will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.<sup>21</sup> Ignition will require acceptable documentation both

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<sup>19</sup> See *Order* at ¶ 97. Furthermore, to the extent the FCC has or will launch a National Verifier, the Company hereby commits to fully comply with all current or prospective rules, laws, and regulations with respect to the use and implementation of said National Verifier.

<sup>20</sup> See *id.* at ¶ 98.

<sup>21</sup> See *id.* at ¶ 99.

for income eligibility and for program eligibility. The Company will retain copies of the documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility.<sup>22</sup> Ignition may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases Ignition remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.<sup>23</sup>

Ignition will provide Lifeline-specific training to all personnel—employees, agents, and representatives—designed to give them an understanding of Lifeline program requirements and permit them to review customer documentation and determine whether it is sufficient to establish a customer's eligibility to participate in the Lifeline program under the Commission's rules. No Company employee, agent, or representative may accept a Lifeline application unless he or she has first completed this training program and demonstrated an understanding of the underlying material. Among other things, the Lifeline program training discusses the Company's Lifeline application form (*see* Exhibit A) on a section-by-section basis. The training explains what sections of the form must be completed by the customer and reviews the form disclosures in detail, to facilitate the ability of employees, agents, or representatives to explain each item contained therein and answer any customer questions. Because the Company is responsible for the actions of all its personnel and a Company employee is responsible for overseeing and finalizing every Lifeline enrollment prior to including that customer on an FCC Form 497 for reimbursement, the Company always “deals directly” with its customers to certify and verify customers' Lifeline eligibility.

### **3. Annual Re-Certification**

Ignition understands that it must annually re-certify the eligibility of its entire Lifeline subscriber base and report the results to USAC by January 31 each year and that the Company may

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<sup>22</sup> *See Order* at ¶ 101.

<sup>23</sup> *See id.* at ¶ 110.



elect to perform this re-certification on a rolling basis throughout the year.<sup>24</sup> Ignition will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.<sup>25</sup> The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company. Ignition will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in Section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within thirty (30) days. Ignition understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.<sup>26</sup>

Alternatively, where a database containing consumer eligibility data is available, Ignition (or state agency or third-party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, Ignition will contact the subscriber every year during the annual certification process to obtain a valid address.<sup>27</sup> Ignition understands that it has the option to elect USAC to administer the self-certification process on the Company's behalf.<sup>28</sup>

Ignition will certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for

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<sup>24</sup> See *Order* at ¶ 130.

<sup>25</sup> See *id.*

<sup>26</sup> See *id.* at ¶ 132.

<sup>27</sup> See *id.* at ¶ 131.

<sup>28</sup> See *id.* at ¶ 133.

reimbursement. As part of Ignition’s submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC: (1) that the Company has procedures in place to review consumers’ documentation of income-and program-based eligibility; in instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state; and (2) that the Company is in compliance with all federal Lifeline certification procedures.<sup>29</sup>

#### **D. Other Reforms to Eliminate Waste, Fraud and Abuse**

Ignition shares the Commission’s concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent Company customers from engaging in such abuse of the program, inadvertently or intentionally. Further, Ignition has implemented enrollment procedures designed to prevent subsidies for duplicate, ineligible, or inactive subscribers. The Company intends to contract with a third party Lifeline service bureau, currently CGM, LLC (“CGM”) of Roswell, Georgia, to edit all subsidy request data. CGM will process and validate the Company’s subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from the Company will be automatically prevented from receiving a second lifeline subsidy in that same month; and (2) inactive lines receiving subsidy: CGM’s systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines. Through the processes described herein, Ignition ensures that it does not over-request from support funds.

During the Lifeline application process, the Company details all required disclosures with the

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<sup>29</sup> See *Order* at ¶ 126–27.

applicant, including the one-per-household rule. As detailed in section III.C.2, Ignition validates each applicant's identity via a government issued I.D. card, passport, etc. Additionally, as mentioned above, Ignition requires the applicant to provide their date of birth (DOB) and last four digits of their social security number (SSN). Requiring DOB and SSN ensures that neither the applicant nor the Company representative can forge certification forms based on false names and addresses. Ignition validates the applicant's address via a USPS/Melissa Database to ensure the address is correct. Once an applicant's identity is confirmed, Ignition verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, Ignition checks the NLAD and any available eligibility database. If an eligibility database is not available, the applicant is required to provide proof of eligibility. This prevents ineligible applicants or duplicate subscribers from receiving the subsidy.

#### **1. National Lifeline Accountability Database**

Ignition will participate in the NLAD. Ignition will query the NLAD to check to see if a prospective subscriber is already receiving service from another ETC at a residential address prior to seeking reimbursement from the Fund.<sup>30</sup> As required by the *Order*, Ignition will provide to the NLAD subscriber name, address, phone number, the last four digits of Social Security number (SSN), date of birth (DOB), Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.<sup>31</sup>

Furthermore, on its certification form, Ignition will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber's name, telephone number, and address will be divulged to USAC (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more

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<sup>30</sup> See *Order* at ¶ 203.

<sup>31</sup> See *id.* at ¶ 189.

than one Lifeline benefit.<sup>32</sup>

## **2. Subscriber Usage**

In accordance with 47 C.F.R. § 54.407(c)(1), Ignition will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, Ignition will not seek reimbursement from the USF for inactive subscribers who have not used the service as set forth in 47 C.F.R. §54.407(c)(2). Ignition will notify its subscribers at service initiation, via the certification form and via the script that is reviewed with every customer, about the non-transferability of the phone service, its usage requirements, and the de-enrollment as well as deactivation that will result following non-usage.<sup>33</sup> An account will be considered active if the authorized subscriber establishes usage, as “usage” is defined by 47 C.F.R. §54.407(c)(2), during the specified timeframe or during the notice period set forth in 47 C.F.R. §54.405(e)(3). Ignition utilizes tracking software to notify the customer if the customer has not used their service for a set period of time (i.e. fifteen (15) or thirty (30) consecutive days). Furthermore, the Company validates subsidy data to prevent a subsidy request for customers that are inactive under the Company’s non-usage policy. After notification, if the customer fails to use the phone, he or she is automatically de-enrolled pursuant to the procedures outlined in Section E below. Ignition will continue to comply with applicable public safety standards and regulations, including transmitting 911 calls to the appropriate PSAP even if the Company is no longer providing Lifeline service to a consumer.<sup>34</sup>

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<sup>32</sup> See *Order* at ¶ 189, Appendix C.

<sup>33</sup> See *id.* at ¶ 257

<sup>34</sup> See *id.* at ¶ 262. 911 transmission will actually be performed by the Company’s underlying facilities-based CMRS provider.

### 3. Marketing & Outreach

Ignition will implement the measures outlined herein to help ensure that only eligible consumers enroll in the program and that those consumers are fully informed of the limitations of the program, so as to prevent duplicative or otherwise ineligible service as well as other forms of waste, fraud, and abuse. Ignition will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:<sup>35</sup> (1) the offering is a Lifeline-supported service; (2) only eligible consumers may enroll in the program and documentation of income or eligible program participation is required for enrollment; (3) the program is limited to one benefit per household, consisting of either wireline or wireless service, and is non-transferable; (4) Lifeline is a government benefit program; (5) households are not permitted to receive Lifeline service from multiple providers; (6) any free cell phone offering is that of Ignition and not the Lifeline program; and (7) violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in de-enrollment from the program. Ignition's website and printed collateral will explain the documentation necessary for enrollment, and the details of Ignition's plans. Such collateral and website information, as well as its application, will make clear that consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.<sup>36</sup> For broadcast advertisements and outdoor signs, and any other situation in which inclusion of documentation information and warnings against willful false statements are not practicable, Ignition will include the URL link for its website where disclosures will be listed. Additionally,

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<sup>35</sup> See Exhibit B for a sample advertisement. The Company understands the term "marketing materials" includes materials in all media, including but not limited to print, audio, video, Internet (including email, web, and social networking media), and outdoor signage, that describe the Lifeline-supported service offering, including application and certification forms. See *Order* at ¶ 275.

<sup>36</sup> See *Order* at ¶ 275.

Ignition will disclose the company name under which it does business.<sup>37</sup>

#### **4. Audits**

The *Order* requires ETCs that draw \$5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into account all operating companies and affiliates, to hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess the ETC's overall compliance with the program's requirements.<sup>38</sup> Ignition will comply with this requirement, including applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within thirty (30) days upon issuance.<sup>39</sup>

#### **E. De-Enrollment**

If at any time an Ignition Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests and the Company will de-enroll the subscriber within two business days after the request. Ignition Lifeline customers simply call the Company, via 611 or the toll-free customer service number (800-818-1597), and such customer can speak to a live operator to de-enroll from Ignition's Lifeline program. Ignition will de-enroll consumers from the Company's Lifeline program in the following instances, according to 47 C.F.R. § 54.405(e):

Ineligibility. Any subscriber who indicates that he or she is receiving more than one (1) Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).<sup>40</sup>

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<sup>37</sup> See *Order* at ¶ 275.

<sup>38</sup> See *id.* at ¶ 291.

<sup>39</sup> See *id.* at ¶ 294.

<sup>40</sup> See *id.* at ¶ 122.

If a customer does not respond to the Company's annual verification survey within thirty (30) days, or if Ignition has reasonable basis to believe that such a subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), Ignition will provide a written notice of impending service termination to the subscriber and then give the subscriber thirty (30) days after the date of the letter to demonstrate that his or her Lifeline service should not be terminated.<sup>41</sup> Similarly, Ignition will de-enroll a subscriber if he or she fails to respond to the Company's attempt to verify a temporary address within thirty (30) days.<sup>42</sup>

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,<sup>43</sup> Ignition will de-enroll a subscriber within five (5) business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

Non-Usage. Ignition will de-enroll any subscriber that has not used the Company's Lifeline service for sixty (60) consecutive days, as discussed in section IV.B above. Ignition will provide the subscriber thirty (30) days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. Ignition will update the NLAD within one (1) business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.<sup>44</sup>

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<sup>41</sup> *See Order* In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.

<sup>42</sup> *See id.* at ¶ 89.

<sup>43</sup> *See id.* at ¶ 214–16.

<sup>44</sup> *See id.* at ¶ 257.

## **F. Additional Rule Amendments**

### **1. Terms and Conditions of Service**

Ignition The Company's Lifeline terms and conditions are summarized in section IV.C below. These terms and conditions are subject to change as needed, and the most current version may be found at [www.expomobile.com/lifeline-terms-conditions](http://www.expomobile.com/lifeline-terms-conditions).

### **2. Reporting Requirements**

Ignition will report all information required by section 54.422, including as it may heretofore be amended. This includes the names of the Company's holding company, operating companies and affiliates, and any branding ("doing-business-as company" or brand designation), and provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low-income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.<sup>45</sup>

### **3. Reimbursement from USAC**

In seeking reimbursement for Lifeline, Ignition will comply with the requirements of 47 C.F.R. § 54.407, including as it may hereto be amended. Ignition will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,<sup>46</sup> and the Company will seek reimbursement for actual lines served, not projected lines.<sup>47</sup>

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<sup>45</sup> See *Order* at ¶ 296, 390. Section 153 of the Communications Act defines "affiliate" as "a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person."

<sup>46</sup> See *id.* at ¶ 128.

<sup>47</sup> See *id.* at ¶ 302.



#### **4. Section 54.202 Certifications**

Ignition certifies the following in accordance with 47 C.F.R. § 54.202: (1) Ignition will comply with the service requirements applicable to the support that it receives; (2) Ignition is able to remain functional in emergency situations; (3) Ignition will satisfy applicable consumer protection and service quality standards.

#### **IV. COMPANY INFORMATION**

Ignition is a Washington limited liability company. Ignition will provide prepaid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Sprint Spectrum L.P. (“Sprint”). Sprint is a nationwide carrier that provides wholesale capacity on its wireless network to resellers like Ignition. Ignition has a direct contract relationship with Sprint. The Company will obtain from Sprint the network infrastructure and transmission facilities to allow Ignition to operate as a Mobile Virtual Network Operator (“MVNO”).

##### **A. Operations**

The Company’s legal name is IGNITION WIRELESS, LLC. The Company does not have a holding company, any operating companies, or affiliates. The Company identifies itself as “IGNITION WIRELESS, LLC” or by its d/b/a “Expo Mobile” on all Company marketing and advertising materials. The Company intends to utilize the services of CGM to edit all subsidy request data and to assist the Company process and validate the Company’s subsidy data.

##### **B. Financial and Technical Capability**

Ignition is financially and technically capable of providing Lifeline-supported services.<sup>48</sup> Ignition has been in business for ten (10) years and will provide service to both Lifeline and non-Lifeline customers. Ignition currently provides retail wireless service throughout the nation with

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<sup>48</sup> See Order at ¶ 387.

a majority of its customers in California, Illinois, and New York. Ignition has not been subject to enforcement action or ETC revocation proceedings in any state. Ignition is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. In the event that USAC ceases disbursements for a period of time, the Company will still be able to provide service to its customers. The Company will continue to rely on its successful business model and service offerings to sustain and grow its business, independent of USF disbursements that provide discounts for qualifying Lifeline subscribers. Furthermore, the senior management of Ignition has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.<sup>49</sup> Ignition will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier, Sprint.

### **C. Customer Service**

Ignition is dedicated to quality customer service and care. Lifeline customers can reach the Company's Customer Service department via phone, mail, e-mail (support@expomobile.com), and fax. Ignition's Customer Service department is available twenty four (24) hours a day, seven (7) days a week. The Company has a dedicated Customer Service staff that will handle all service requests, including elective de-enrollments as outlined in Section III.E above.

### **D. Lifeline Offering**

Ignition will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier, currently Sprint. As summarized in Exhibit E attached hereto, the Company's Lifeline offering will provide customers with 250 minutes at no

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<sup>49</sup> See Exhibit D for key management bios.

charge which may be used for text messaging at the rate of one text per once voice minute.<sup>50</sup> The Company's Lifeline offering will include a free handset; nationwide coverage; and access to voice mail, call waiting, and caller ID features. There is no additional charge for toll calls. Calls to 911 and calls to the Company's customer service by dialing 611 are free and will not be deducted from available minutes. Additional minutes will be available for purchase in competitive denominations, currently \$5.00 (50 units), \$10.00 (200 units), \$20.00 (500 units), \$30.00 (800 units), and \$50.00 (1,500 units). The Company will also offer its monthly and pay-as-you go retail wireless plans (located at [www.expomobile.com](http://www.expomobile.com)), discounted with the Lifeline subsidy, to its Lifeline customers.

**V. THE COMPANY WILL COMPLY WITH THE COMMISSION'S THIRD REPORT AND ORDER, FURTHER REPORT AND ORDER, AND ORDER ON RECONSIDERATION**

The Company is aware that the FCC adopted its *Third Report and Order, Further Report and Order, and Order on Reconsideration* on March 31, 2016.<sup>51</sup> In part, the new *Third Report and Order* marks a considerable step forward with respect to creating a competitive Lifeline broadband program by allowing support for standalone fixed and mobile broadband service, establishing minimum service standards for such broadband and mobile voice services, and implementing a five and one-half (5 ½) year transition, during which time the FCC will gradually increase mobile voice and data requirements and simultaneously decrease voice support levels. Moreover, the *Third Report and Order* takes steps to curb abuse in the Lifeline program by establishing the National Verifier, which transfers the responsibility of eligibility determination away from Lifeline providers such as Ignition,

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<sup>50</sup> The Company reserves the right to alter the proposed Lifeline rate plans on a state-by-state basis, particularly as required by state public utility commissions (PUC). The Company commits to pass through the entire Lifeline subsidy amount directly to the consumer.

<sup>51</sup> *In the Matter of Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket No. 11-42, WC Docket No. 00-197, WC Docket No. 10-90, Third Report and Order, and Order on Reconsideration, FCC 16-38 (rel. Apr. 27, 2016) (hereinafter, "*Third Report and Order*").

lowering costs of conducting verification, and reducing the risks of facing a verification-related enforcement action. The Company is aware of the compliance requirements set forth in the *Third Report and Order* and commits to adhere to all obligations provided therein to the extent applicable to the Company.

## **VI. CONCLUSION**

Ignition submits that its Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Order*. Implementation of the procedures described herein will promote public safety and should ensure that Lifeline customers have access to 911 and E911 services while safeguarding against misuse of the Company's Lifeline services. Accordingly, Ignition respectfully requests that the Commission expeditiously approve its Compliance Plan so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

IGNITION WIRELESS, LLC

d/b/a Expo Mobile

/s/ Lance J.M. Steinhart

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*Attorneys for Ignition Wireless, LLC  
d/b/a Expo Mobile*

Dated September 1, 2016

**Exhibit A**

Sample Lifeline Certification Form



## LIFELINE APPLICATION

A Complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you the Lifeline program in your state. The Certification is only for the purpose of verifying your eligibility in the Lifeline service and will not be used for any other purpose. This service is provided by Ignition Wireless LLC, doing business as Expo Mobile. Requests will not be processed until this form has been received, verified and processed by the company.

### Things to know about the Lifeline Program:

- (1) Lifeline is a government benefit program.
- (2) Lifeline Service is available for only one line, wireless OR wireline, per household. A household cannot receive benefits from multiple providers; and
- (3) A household is defined, for purposes of the Lifeline Program, as any individual or group of individuals who live together at the same address and share income and expenses.

### Applicant Information:

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth: Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

Social Security Number or Tribal ID Number (last 4 digits): \_\_\_\_\_ (XXX-XX-XXXX) Contact Telephone Number: \_\_\_\_\_

Residence Address (No P.O. Boxes, Must be your principal address): This address is ☐ Permanent ☐ Temporary ☐ Multi-Household

\_\_\_\_\_ APT/ Floor/ Other \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Billing Address (May Contain and P.O. Box)

\_\_\_\_\_ APT/ Floor/ Other \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

\_\_\_\_\_ I hereby certify that I participate in at least one of the following programs: (Check all that apply)

Initial Here

#### Non-Tribal Programs

- \_\_\_\_\_ Supplemental Nutrition Assistance Program (SNAP)
- \_\_\_\_\_ Supplemental Security Income (SSI)
- \_\_\_\_\_ Federal Public Housing Assistance
- \_\_\_\_\_ Low- Income Home Energy Assistance Program (LIHEAP)
- \_\_\_\_\_ National School Lunch Program
- \_\_\_\_\_ Temporary Assistance for Needy Families (TANF)
- \_\_\_\_\_ Medicaid

#### Tribal Programs

- \_\_\_\_\_ Bureau of Indian Affairs General Assistance (BIA)
- \_\_\_\_\_ Tribally Administered TANF (TATNF)
- \_\_\_\_\_ Head Start (Tribal households meeting income qualifying standards)
- \_\_\_\_\_ Food Distribution Program (program on Indian reservations)

\_\_\_\_\_ I certify that my household income is at or below 135% of the Federal Poverty Guidelines (FPG). There are \_\_\_\_\_ individuals in my household.

Initial Here

I certify, under penalty of perjury: (*Please certify by checking each Checkbox for each Certification*)

- ☐ (1) The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- ☐ (2) I am a current recipient of the program checked above, or have an annual household income at or below 135 percent of the Federal Poverty Guidelines.
- ☐ (3) I have provided documentation of eligibility if required to do so.
- ☐ (4) I understand that I and my household can only have one Lifeline-supported telephone service. Expo Mobile has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the lifeline program, and could result in criminal prosecution by the United States Government.
- ☐ (5) I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline supported service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.
- ☐ (6) I understand my Expo Mobile Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- ☐ (7) I understand that if my service goes unused for sixty (60) days, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact Expo Mobile to confirm that I want to continue receiving their service.
- ☐ (8) I will notify Expo Mobile within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if:
  - (1) I cease to participate in the above federal or state program, or my annual household income exceeds 135% FPG.
  - (2) I am receiving more than one Lifeline supported service;
  - (3) I no longer satisfy the criteria for receiving Lifeline support.
- ☐ (9) I will notify Expo Mobile within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with Expo Mobile every ninety (90) days. If I fail to respond to Expo Mobile's address verification attempts within thirty (30) days, my Lifeline service may be terminated.
- ☐ (10) Expo Mobile has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my Expo Mobile Lifeline service.
- ☐ (11) I authorize and understand that the Expo Mobile may provide to state and Federal agencies, as required by law, for the purposes of complying with the Lifeline program all the information related to my account including but not limited to my name, date of birth, social security, usage history, address and phone number.
- ☐ (12) I understand that my name, telephone number, address, date of birth, last four digits of my Social Security Number or my Tribal ID Number, the date my Lifeline service was initiated, the date my Lifeline service was terminated, if applicable, amount of Lifeline support requested on my behalf and the means through which I qualified for Lifeline will be divulged to the Universal Service Administrative Company (USAC)(the administrator of the program) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.
- ☐ (13) I understand that if USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other. I further understand that some states may impose more stringent rules including but not limited to barring me from re-enrolling in the program.

- ☐ (14) I authorize the company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program.
- ☐ (15) I certify that I reside on Federally Recognized Tribal lands (if applicable)

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

**Agent Use Only:**

**1. Eligibility determination (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):**

**Documents Acceptable Proof Income-Eligibility (if proof does not cover a full year, it must cover 3 consecutive months, same document type, within previous 12-months):**

- ☐ The prior year's state, federal, or Tribal tax return,  
☐ Current income statement from an employer or paycheck stub,  
☐ A Social Security statement of benefits,  
☐ A Veterans Administration statement of benefits,  
☐ A retirement/pension statement of benefits,  
☐ An Unemployment/Workmen's Compensation statement of benefits,  
☐ Federal or Tribal notice letter of participation in General Assistance, or  
☐ A divorce decree, child support award, or other official document.

**Documents Acceptable Proof for Program-Eligibility**  
(choose 1 from each list A and B below)

**List A - Choose 1**

- ☐ Supplemental Nutrition Assistance Program (SNAP)  
☐ Medicaid  
☐ Section 8 Federal Public Housing Assistance (FPHA)  
☐ Supplemental Security Income (SSI)  
☐ Temporary Assistance for Needy Families (TANF)

**Documents Acceptable Proof for Program-Eligibility: List A (Continued)**

- ☐ Low Income Home Energy Assistance Program (LIHEAP)  
☐ National School Lunch Program's free lunch program  
☐ Oklahoma Sales Tax Relief  
☐ Bureau of Indian Affairs General Assistance (BIA)  
☐ Tribally Administered TANF (TATNF)  
☐ Head Start (meeting income qualifying standards)  
☐ Vocational Rehabilitation (including aid to hearing impaired)

**List B - Choose 1**

- ☐ Program Participation card / document  
☐ Prior year's statement of benefits  
☐ Notice letter of participation  
☐ Other official qualifying document: \_\_\_\_\_

**Representative Number**

**Representative Signature**

## **Exhibit B**

### Sample Advertisements





Owned and Powered by

**ignition**  
WIRELESS



**FREE phone &**

**100 FREE voice minutes** each month

(Additional plans also available)

✓ ***No Contracts! No Credit Checks!***

**You may qualify** for Expo Mobile's government-supported Lifeline Service if you participate in **programs** such as food stamps or Medicaid

Lifeline is a federal benefit. Only eligible consumers may enroll. Proof of eligibility required.

Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers. Lifeline service is non-transferable.

**(800) 818-1597**

**[www.EXPOMOBILE.com](http://www.EXPOMOBILE.com)**

## **Exhibit C**

### **Lifeline Terms and Conditions**

Please read these Ignition Wireless Terms and Conditions of Service carefully. These Ignition Wireless Terms and Conditions of Service are a legally binding agreement between you and Ignition Wireless. You should check the Ignition Wireless website regularly for updates to these terms.

By enrolling in the Lifeline program, offered through Ignition Wireless, hereafter referred to as the Lifeline Wireless Program (the Ignition Wireless “Program” or “Ignition Wireless”) and by using the Ignition Wireless service (the “Ignition Wireless Service” or “Ignition Wireless”), you (“You”), the participant, acknowledge and agree to the following terms and conditions:

## 1. DESCRIPTION

Ignition Wireless offers Lifeline service, which is a government benefit program that provides discounts on monthly telephone service for eligible low-income consumers. Lifeline is supported by the federal Universal Service Fund (USF). In order to qualify for enrollment in the Lifeline program, a person must meet certain eligibility requirements established by the Federal Communications Commission and each state where the Ignition Wireless Program is offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the Ignition Wireless Program. The Lifeline program allows only one (1) enrollment per “household”, and a household is defined as any individual or group of individuals who are living together as an economic unit. The Lifeline benefit is limited to one-per-household; therefore, no person currently living in the household may receive Lifeline benefits from any other Lifeline service provider, in order for you to currently be eligible. Applicants for the Lifeline program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form.

Do not currently receive lifeline support for a telephone line serving their residential address and no other resident in their household participates in the Lifeline program. If the applicant is already participating in another Lifeline program, then the applicant agrees to cancel their current household Lifeline support provider in order to enroll in the Ignition Wireless Program.

Are not claimed as a dependent on another person's federal or state income tax return.

Will notify Ignition Wireless by calling (800) 818-1597 if and when they no longer qualify for any of the public assistance programs identified in their application form.

Will notify Ignition Wireless of any change of address by calling (800) 818-1597

Reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief.

Applicants who qualify and are enrolled in the Ignition Wireless Lifeline Program will receive a free cellular phone handset provided by Ignition Wireless, a voice-grade connection, together with a free allotment of airtime minutes each month for up to one year. Free handsets provided by Ignition Wireless may be

refurbished and will be capable of texting as well as making voice calls. Where available, Ignition Wireless will rely on state Lifeline Administrators to determine whether or not an applicant meets the eligibility requirements to participate in the Ignition Wireless Lifeline Program. For states where an eligibility database is not available, Ignition Wireless will determine if the applicant meets eligibility requirements.

Applicants who do not meet the eligibility requirements will be told the reason for their non-eligibility if applying in person or, via US Mail. Upon enrollment in the Ignition Wireless Program, you will be qualified to participate for up to one (1) year. To continue your enrollment in the Ignition Wireless Program after the initial year, you must verify annually that you are qualified for continued enrollment in the Ignition Wireless Lifeline Program as required by your state Public Service Commission, Public Utility Commission or other agency administering the Lifeline Program in your state. Ignition Wireless will also conduct verification drives for each state according to its rules. If Ignition Wireless determines during its verification drive, or at any other time, that a customer fails to continue to qualify for the Ignition Wireless Lifeline Program, such customer will immediately be deemed ineligible to participate in the Ignition Wireless Lifeline Program, will be de-enrolled from the Ignition Wireless Lifeline Program and will no longer receive the free monthly minutes. Ignition Wireless Customers who are no longer eligible (for any reason) for enrollment in the Ignition Wireless Lifeline Program must immediately notify Ignition Wireless that they no longer meet the eligibility requirements for enrollment. An Ignition Wireless customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

Ignition Wireless reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's Ignition Wireless phone for fraud, misrepresentation or other misconduct as determined solely by Ignition Wireless. While participating in the Ignition Wireless Lifeline Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or Ignition Wireless Service provided to him/her. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE Ignition Wireless CELLULAR PHONE OR Ignition Wireless SERVICE PROVIDED TO YOU. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. If you have any questions, concerns, comments or complaints regarding the Ignition Wireless Program or Service, offerings or products, please call Ignition Wireless Customer Care at (800) 818-1597. You may also contact your state's Public Service Commission/Public Utility Commission.

## 2. ACTIVATION AND USE OF SERVICE

Upon enrollment in the Ignition Wireless Lifeline Program, you will receive an Ignition Wireless phone, either in person at the time of enrollment or delivered to your home address noted in the application. To activate your account, you must use the handset to contact Ignition's customer service department. You must accept the Ignition Wireless telephone number assigned to your Ignition Wireless phone at the time of activation and you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the Ignition Wireless Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not Ignition Wireless. The number assigned to your Ignition Wireless phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of your phone. You may NOT select a number to be assigned to your Ignition Wireless phone. However, Ignition Wireless will take all steps necessary to initiate or allow a port-in or port-out, subject to a valid port request, without unreasonable delay or unreasonable procedures that have the effect of delaying or denying porting of the

number. Your Ignition Wireless phone can only be used through Ignition Wireless, and cannot be activated with any other wireless or cellular service. Ignition Wireless Services are provided at Ignition Wireless' discretion. Some functions and features referenced in the Manufacturer's manual provided with your Ignition Wireless phone may not be available on your Ignition Wireless handset. Ignition Wireless may modify or cancel any Ignition Wireless Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of these terms and conditions of service.

### 3. AIRTIME RATES, PLANS AND INCLUDED MONTHLY MINUTES.

Ignition Wireless airtime is issued in minute (or unit) increments. Units are deducted from the Ignition Wireless phone plan at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for nationwide long distance.

Ignition Wireless customers will receive a monthly allotment of airtime minutes as per their package selected. You may use your monthly allotment of airtime minutes to place or receive calls or to send or read text messages. Airtime minutes will be deducted for all time during which your Ignition Wireless phone is connected to or is using the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers (800, 888, 877, 866, 855, etc.), 411, and to access your voice mail. Airtime minutes are not deducted for calls to Ignition Wireless customer service by dialing 1-877-312-1961 or 611 from your Ignition Wireless handset. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) airtime minutes will be deducted for each call. Airtime minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no airtime remaining. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. No credit or refund is given for dropped calls.

Excessive Use Policy: Ignition Wireless applies an excessive use policy in conjunction with its "Unlimited" Service (where available). Ignition Wireless' Lifeline service is intended for residential use. If a subscriber exceeds 1,500 minutes/texts, the service will go into "hotline" status, which means the subscriber's calls will be directed to Ignition Wireless' Customer Service. The subscriber will be informed that the service is intended for residential use and that their usage is considered high for residential usage. The subscriber will be issued another 250 minutes/texts. If the subscriber runs out of minutes/texts again, the "hotline" status procedure will repeat. The subscriber will be given a maximum of 3 "adds" for a total maximum of 2,250 minutes/texts.

### 4. ADDING MINUTES, TOP-UPS

You may add minutes to your account at any time by purchasing one of the top-up plans we have available. You can purchase additional minutes using your credit or debit card at our website [www.expomobile.com](http://www.expomobile.com) or, over the phone by calling our customer service department at (800) 818-1597. Recharge minutes may be used to place or receive voice calls or text messages. Message rates are shown per plan below. Each top-up plan provides a set number of minutes available for a set number of days as shown below.

## 5. TEXT MESSAGING

You may use your monthly allotment of minutes to send and/or open text messages. Text messages sent to you by Ignition Wireless are free of charge. The charge to send or open an incoming text message using your Ignition Wireless service will be as defined in the plan you have chosen. If you have exhausted your monthly allotment of minutes, you will need to purchase and redeem additional airtime minutes in order to continue to send text messages and open incoming text messages and to place and receive voice calls. If you do not want minutes deducted from your Ignition Wireless phone for text messaging, then do not send text messages or open incoming text messages. Ignition Wireless does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the Ignition Wireless Program. Please note that Ignition Wireless does not generally participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated "short code" or buying or attempting to buy SMS services from anyone other than Ignition Wireless. Premium SMS campaigns include activities such as casting a vote, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it's an Ignition Wireless authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium SMS services or campaigns not authorized by Ignition Wireless are not refundable whether you incur charges as deductions from your Ignition Wireless phone or from your credit card.

## 6. SERVICE END DATE, DEACTIVATION AND REACTIVATION

If your service is deactivated, you may reactivate your service by re-enrolling in the Ignition Wireless Program (if eligible). Upon reactivation of your phone, you may be assigned a new telephone number. Any airtime remaining on your handset at the time of deactivation will be reinstated if your phone is reactivated within 60 days from the deactivation date. If your phone remains inactive for more than 60 days, you will lose any remaining airtime.

If you have been de-enrolled from the Ignition Wireless Lifeline Program but you wish to keep your service active, you must purchase and redeem additional airtime and service days before the "Service End Date". To prevent any interruption in your Lifeline phone service, please keep your handset service active by using it to place or receive a call every 30 days and by completing your annual re-certification as required by the Ignition Wireless Lifeline Program before your Service End Date.

## 7. TERMINATION OF SERVICE

You are entitled to a voice-grade connection. You may terminate your service without penalty at any time by notifying Ignition Wireless and returning your handset to us. Any applicable service connection charges and deposits will be refunded if you terminate service within three days of service activation, not including national holidays. You agree not to give away, resell or offer to resell the Ignition Wireless Phone or Service provided by the Ignition Wireless Program. You also agree your Ignition Wireless Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE Ignition Wireless Program FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a)

violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) allow anyone to tamper with your Ignition Wireless Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., selling or giving away your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

## 8. UNAUTHORIZED USAGE

The Ignition Wireless handset is provided exclusively for use by you, the end consumer with the Ignition Wireless Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your Ignition Wireless handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with Ignition Wireless. You agree not to unlock, re-flash, tamper with or alter your Ignition Wireless phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your Ignition Wireless phone or the Service, or assist others in such acts, or to sell and/or export Ignition Wireless handsets outside of the United States. These acts violate Ignition Wireless' rights and state and federal laws. Improper, illegal or unauthorized use of your Ignition Wireless phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against you. Ignition Wireless will prosecute violators to the full extent of the law.

## 9. ROAMING

"Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your Ignition Wireless phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. Your Ignition Wireless phone does not allow roaming. You will not be able to make or receive calls while roaming.

## 10. FEES AND OTHER CHARGES

The types of fees or charges that you may incur depend on the service plan you are on and the service or feature used. Lifeline plans are free for the allotted number of plan minutes and don't incur fees or charges for use as intended. Although most operator services are blocked on our prepaid plans, you will be responsible for any charges that are incurred from such services. Since all services are prepaid, you will be required to pay in advance of receiving additional services or products such as additional minutes or a replacement handset.

## 11. LIMITATIONS OF SERVICE AND EQUIPMENT

Ignition Wireless handsets are designed to be activated on our networks and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier. Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, Ignition Wireless reserves the right to substitute and/or replace any Ignition COMMUNICATION SE equipment (including handsets) with other Ignition Wireless equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular Ignition Wireless handset may not be available on your phone. Ignition Wireless does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither Ignition Wireless, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your Ignition Wireless phone outside during a lightning storm. You should also unplug the Ignition Wireless phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

## 12. WARRANTY EXCHANGE AND LOST OR STOLEN PHONE POLICY

Warranty Exchange Policy: Ignition Wireless customers shall have up to 30 days from the activation date of their phone to return any defective phone to Ignition Wireless. Ignition Wireless will exchange a defective phone for a new or refurbished phone, at Ignition Wireless' discretion, during this period of time only. For a defective phone replacement, call Ignition Wireless Customer Care at (800) 818-1597.

Exclusions and Conditions: This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Your limited warranty excludes all direct, indirect, incidental and/or consequential damages, unless otherwise provided by law. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## 13. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU RECEIVE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A



PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

#### 14. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMODATIONS

Any hearing, visual or speech impaired persons interested in applying for a specially equipped Ignition Wireless must call Ignition Wireless at (800) 818-1597 and specify the need(s) to an agent and Ignition Wireless will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

#### 15. EMERGENCY CALLS, 911 SERVICE

Ignition Wireless customers have access to 911. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised, by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or, you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your phone, whether your GPS enabled handset has GPS turned on, and your phones ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.

#### 16. LIMITATION OF LIABILITY

Ignition Wireless is not liable to you for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. Ignition Wireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When your Ignition Wireless phone is returned to Ignition Wireless for any reason, Ignition Wireless is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you may have stored on your phone or which may remain on your phone.

## 17. WASHINGTON STATE

Washington State law will govern regarding the services provided to Lifeline consumers residing in the Commonwealth.

The binding arbitration provisions will not apply to informal or formal complaints that are submitted to the Bureau of Consumer Services ("BCS"), other than complaints related to rates and entry.

Contact information for BCS for complaints or questions will be included in the Terms and Conditions

## 18. IDEMNIFICATION

You agree to indemnify and hold harmless Ignition Wireless from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from your use of an Ignition Wireless phone and/or use of the Ignition Wireless Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

## 19. BINDING ARBITRATION

This Agreement shall be construed under the laws of Washington State, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where You reside, or where You use or pay for the Services.

You maintain your right to file a complaint with the state Public Service Commission regarding the service provided and/or charges imposed by Ignition Wireless. Nothing in this paragraph or this Agreement in any way eliminates or abridges that right.

Unresolved questions of complaints regarding Lifeline services may be directed to the following state agencies: Washington, California and Idaho.

## 20. PRIVACY POLICY

Ignition Wireless will not share your information with any other Company. Ignition Wireless will take appropriate steps to protect the information you share with us from unauthorized access or disclosure.

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## **Exhibit D**

Key Management Bios



## **Jeremy J. Sands, Chief Executive Officer**

Jeremy Sands is a results-focused marketing and business leader with 17+ years of senior leadership experience including budget management, product development, product marketing and go-to-market strategic planning. Jeremy is a strategic and creative thinker with a passion for efficiency, communications and design.

In 1999, Mr. Sands founded Flat Spin Media, LLC, a media company focusing on creative digital marketing including online advertising, web design, SEM, SEO and shaped CD's. Mr. Sands launched the first shaped CD dispensed from phone card vending machines that provided business travelers with dial-up software and a prepaid allotment of Internet usage. Mr. Sands possesses strong talent and experience in team leadership, production management as well as sales and design. During the early days of digital media and marketing, his expertise allowed him to grasp and expound upon the great potential of online marketing and digital advertising. His diverse background, coupled with his deep domain experience provided a powerful combination in the ultimate success of Flat Spin Media which was acquired in 2002.

In 2003, Mr. Sands co-founded telSPACE, LLC, a MVNE software company. Mr. Sands realized that the wireless resale marketplace was lacking a billing system that was customizable to the needs of individual MVNOs and began putting together an R&D team of industry-leading technologists and executives and began developing technology, which has culminated into the current telSPACE back-office systems; the industry's first turnkey convergent communications wholesale enabling platform, enabling any enterprise in any industry to become a nationwide provider of communications services including Cellular, Internet, Long Distance, Paging, Local, VOIP, M2M and even utilities such as energy. The telSPACE strategy is based on automation and creating efficiencies in areas where technology has not yet caught up to its fullest potential. In 2011 Mr. Sands created a unique code licensing opportunity that allows larger clients to take control of the source code where they host, manage and modify the source as needed to adapt and grow their business. Experience and ambition have allowed Mr. Sands to position telSPACE as a leading billing and rating intermediary for the communications industry.



## **Jay L. Powers, Chief Financial Officer**

Mr. Powers is a 17-year veteran of the emerging technology world. In addition to co—founding and managing the venture capital division of Coldstream Capital Management of Bellevue Washington, he has developed business plans, held board positions, operated as a corporate officer, assisted in merger/acquisitions, and organized capital, human and strategic resources for dozens of companies including: Pantheon; AccountingNet; Netstock Direct; Keystroke Financial Corp; WeSync; Precision Digital Images; Printbid.com; Paradigm Software; Dealernet; MediaZones; Throw; Payroll Online Corp.

### **Professional Experience:**

- After receiving a Business BA degree from Washington State University with a Medical Sciences Minor, and an MBA from the University of Washington, Mr. Powers started his career in 1983 with the consulting division of Arthur Andersen & Company in Seattle, Washington, specializing in health care information systems solutions.
- As an executive/consultant between 1985 and 1994, Mr. Powers facilitated the funding and merger/acquisitions of manufacturing, processing and warehousing companies in the Northwest, and included three years as CEO of a \$7 million international aerospace products manufacturer.
- As Chief Financial Officer for Dealernet, Inc in 1995 he facilitated first-ever strategic acquisition of a commercial web site, by a large public company, Reynolds & Reynolds. Subsequent similar roles with AccountingNet and Keystroke Financial in 1996 and 1997 lead to deals with ADP, Microsoft and Goldman Sachs.
- In 1998 Mr. Powers co-founded the venture capital division of Coldstream Capital Management of Bellevue, Washington and managed it until 2002 when he acquired it as an independent entity: Bear Creek Venture Partners, LLC. In this role until 2008 he structured, executed and managed investments of over \$40 million in 35 Northwest early-stage technology companies and experienced several successful liquidity events including: Activate.net, Printbid.com, WeSync, Northwest Biotherapeutics and ArenaNet.

## Exhibit E

### Proposed Lifeline Rate Plans

<b><u>Plan Name</u></b>	<b><u>Price</u></b>	<b><u>Minutes</u></b>	<b><u>Roll-Over</u></b>	<b><u>Text/Min.</u></b>	<b><u>Features</u></b>
Lifeline 250	\$0.00	250	No	1 Text= 1 Min	Voicemail Caller ID Call Waiting

Refill:

<b>Cost</b>	<b>Minutes</b>	<b>Expiration</b>	<b>Text/Min.</b>
\$5	50	30 Days	1 Text= 1 Min
\$10	200	30 Days	1 Text= 1 Min
\$20	500	30 Days	1 Text= 1 Min
\$30	800	30 Days	1 Text= 1 Min
\$50	1500	30 Days	1 Text= 1 Min